

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: September 3, 2019
Presenter: Chairman Earl Pugh, Jr.
Attachment: No

ITEM TITLE: OPENING

SUMMARY: Call to Order
Opening Prayer
Pledge of Allegiance

**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: September 3, 2019
Presenter: Chairman Earl Pugh, Jr.
Attachment: Yes

ITEM TITLE: CONSIDERATION OF AGENDA

SUMMARY: Attached is the proposed Agenda for the September 3, 2019 Regular Meeting of the Hyde County Board of Commissioners.

RECOMMEND: Review, Amend and Approve.

MOTION MADE BY: ☐ PUGH
☐ SIMMONS
☐ PAHL
☐ SWINDELL
☐ TOPPING

MOTION SECONDED BY: ☐ PUGH
☐ SIMMONS
☐ PAHL
☐ SWINDELL
☐ TOPPING

VOTE: ☐ PUGH
☐ SIMMONS
☐ PAHL
☐ SWINDELL
☐ TOPPING

AGENDA

HYDE COUNTY BOARD OF COMMISSIONERS' REGULAR MEETING

MONDAY, SEPTEMBER 3, 2019 – 6:00 PM

CALL TO ORDER

CONSIDERATION OF AGENDA

CONSIDERATION OF MINUTES

August 5, 2019

- Regular Meeting Minutes

PUBLIC HEARING (none)

PRESENTATIONS

- Tax Collections Report – August 2019 Linda Basnight
- 2019 Hyde County Community Health Assessment (CHA) Anna Schafer
- Juvenile Jail Report Sheriff Cahoon

RECOGNITION OF EMPLOYEE/ VOLUNTEER/ FRIEND OF HYDE COUNTY

- NCACC YouthVoice Program – Bianca Torres Lee Brimmage

PUBLIC COMMENTS

Public Comments are a time for the public to make comments to the County Commissioners. Comments should be kept to three (3) minutes or less and comments should be directed to the entire Board and not to individual members, the staff or to other members of the public. Comments requesting assistance will typically be referred to the County Manager for follow-up or for Board action at a future meeting.

ITEMS OF CONSIDERATION

1) Ordinances – Resolutions – Proclamations

- Resolution of Governing Body of Applicant Water Infrastructure Funding Manager Noble

2) Appointments

- Selection of Complete County Committee Members for the 2020 Census Manager Noble

3) Hyde County Government Wireless Tower Agreement – RiverStreet Networks Donnie Shumate

4) Contract for Services – Hyde County Youth Athletics Natalie Wayne

- 5) Audit Contract Amendment for Medicaid Testing Corrinne Gibbs
- 6) CDBG – Infrastructure Plans and Policies Manager Noble
- 7) Designation of Applicant’s Agent – HMGP 4393 Manager Noble

BUDGET MATTERS

Health Department

WIC – Satellite Clinic \$5,167.14

MANAGEMENT REPORTS

The Commissioners, County Manager and Consultant will share with the public their various activities and ideas for continuous improvement of government services to the citizens.

PUBLIC COMMENTS

The public is invited to use this time to make comments to the County Commissioners on items discussed during this meeting and/or matters not discussed earlier in the meeting.

CLOSED SESSION (discussion and possible action if required)

ADJOURN

SUPPLEMENTAL INFORMATION

Department Reports

- 1) Tax Department (requires signature)
- 2) Inspections
- 3) Human Resources
- 4) IT Department
- 5) Health Department
- 6) Department of Social Services
- 7) Senior Center
- 8) Soil & Water
- 9) Cooperative Extension
- 10) Airport

Informational Items

- 1) Flyer – SCAM JAM
- 2) Article – Lake Mattamuskeet Watershed Restoration Plan Approved
- 3) Article – Hyde County Recognized for Watershed Restoration at Lake Mattamuskeet

4) Pamlico County Resolutions:

- To Oppose North Carolina House Bill 867 Coastal Fisheries Conservation / Economic Development
- Opposing North Carolina House Bill 486 That Would Change the Definition of Commercial Fishing
- Opposing North Carolina House Bill 1063 That Would Change the Definition of Commercial Fishing
- Opposing Proposed Amendment 2 of the Southern Flounder Fishery Management Plan
- Asking North Carolina Governor Roy Cooper to Examine the Current Membership of the NC Marine Fisheries Commission
- Seeking Legislative Support Opposing House Bill 483
- Opposing Any Change In the Definition of a Commercial Fishing Operation

5) Letter – Hyde County Hotline

6) Article – Beaufort Hyde Community Foundation Awards More Than \$25,000 In Local Grants

7) Release – North Carolina First Responder's Day – September 11

**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: September 3, 2019
Presenter: Lois Stotesberry, Clerk
Attachment: Yes

ITEM TITLE: CONSIDERATION OF MINUTES

SUMMARY: Attached are the August 5, 2019 Special Meeting Minutes of the Hyde County Board of Commissioners.

RECOMMEND: Review, Amend and Approve.

MOTION MADE BY: ☐ PUGH
☐ SIMMONS
☐ PAHL
☐ SWINDELL
☐ TOPPING

MOTION SECONDED BY: ☐ PUGH
☐ SIMMONS
☐ PAHL
☐ SWINDELL
☐ TOPPING

VOTE: ☐ PUGH
☐ SIMMONS
☐ PAHL
☐ SWINDELL
☐ TOPPING

1 **REGULAR MEETING MINUTES**

2
3 **HYDE COUNTY BOARD OF COMMISSIONERS**
4 **MONDAY, AUGUST 5, 2019**

5
6 Following opening prayer by Commissioner Swindell; and, Pledge of Allegiance, Chairman Pugh called the
7 Regular Meeting of the Hyde County Board of Commissioners to order at 6:00p.m., on Monday, August 5, 2019 in
8 the Hyde County Government Center Multi-Use Room and the Ocracoke Community Center using electronic
9 conferencing equipment.

10
11 The following members were present on the mainland: Chairman Earl Pugh, Jr.; Commissioners Shannon Swindell
12 and James Topping; County Manager Kris Cahoon Noble; Attorney Franz Holscher; Clerk to the Board Lois
13 Stotesberry and members of the public. Commissioner Ben Simmons was absent.

14
15 Vice-Chairman Tom Pahl; Teresa Adams and members of the public were present on Ocracoke.

16
17 **CONSIDERATION OF AGENDA:**

18 Commissioner Swindell moved to approve the Monday, August 5, 2019 Meeting Agenda as presented by the Clerk
19 with addition of Item No. 4 – Wireless Tower Agreement – RiverStreet Networks. Commissioner Pahl seconded
20 the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell and Topping; Nays – None;
21 Absent or not voting – Simmons.

22
23 **CONSIDERATION OF MINUTES:**

24 **July 1, 2019 – Regular Meeting Minutes**

25 Commissioner Pahl moved to approve the Monday, July 1, 2019 Regular Meeting Minutes as presented by the
26 Clerk. Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl,
27 Swindell and Topping; Nays – None; Absent or not voting – Simmons.

28
29 **PRESENTATIONS:**

30 **Resolution of The Hyde County Board of Commissioners To Advance Hyde County's Revaluation Schedule**

31 Linda Basnight, Tax Administrator, received a letter from the Department of Revenue in reference to Hyde
32 County's sales ratio and the Department of Revenue's requirement that the County conduct its next reappraisal at
33 the earlier of the currently scheduled appraisal or to become effective January 1, 2022. Ms. Basnight reported this
34 means Hyde County needs to begin the RFP or contract negotiation process as soon as possible. She recommended
35 Hyde County again conduct a "walk around" revaluation.

36
37 Commissioner Swindell moved to adopt Resolution of The Hyde County Board of Commissioners To Advance
38 Hyde County's Revaluation Schedule. Commissioner Pahl seconded the motion. The motion passed on the
39 following vote: Ayes – Pugh, Pahl, Swindell and Topping; Nays – None; Absent or not voting – Simmons.

40 *Clerk's Note: A copy of "Resolution of The Hyde County Board of Commissioners To Advance Hyde County's Revaluation
41 Schedule" attached herewith as Exhibit A and incorporated herein by reference.*

42
43 **Settlement of The 2018 Tax Books**

44 Tax Administrator Linda Basnight presented Settlement of The 2018 Tax Books recapitulated. Copy of the 2017
45 Tax Settlement was also provided as requested by Commissioner Pahl.

Commissioner Swindell moved to approve Settlement of The 2018 Tax Books as presented by Ms. Basnight. Commissioner Pahl seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell and Topping; Nays – None; Absent or not voting – Simmons.

TR-407 Daily Distribution Tax Report

Tax Administrator Linda Basnight presented the July 2019 Daily Distribution Tax Report.

Commissioner Swindell moved to approve the TR-407 Report as presented by Ms. Basnight. Commissioner Pahl seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell and Topping; Nays – None; Absent or not voting – Simmons.

NC Division of Vocational Rehabilitation (NC DVRS) Independent Living (ILRP) Services Program

Diane M. Wactor, Casework Technician, Independent Living Program, Greenville Unit, NC DHHS, presented information regarding independent living services available to disabled citizens in Hyde County.

The ILRP program was funded by Katherine B. Smith Reynolds Foundation. The goal of this program is to provide substantial services to persons with severe disabilities to be able to remain independent in their home or community or to be able to relocate from nursing facility, or prepare for transition to Vocational Rehabilitation services. Today, services are available in all 100 counties across North Carolina and are state funded. Cost services can be provided to citizens who meet the financial eligibility based upon household income. If a citizen does not meet the financial eligibility requirements only no cost services can be provided. Multiple services are available based upon client needs. Demographic Forms are available in the Hyde County Government Center and should be mailed to: DVRS/Independent Living, POB 2487, Greenville, NC 27836 or Faxed to: 252-830-6599. No action is required.

Employee/ Volunteer/ Friend of the Month

County Manager Kris Cahoon Noble complimented Daniel Brinn for work done while fostering the Lake Mattamuskeet Watershed Restoration Plan. Ms. Noble also introduced Rumley Everett, Building Inspector, and announced he has completed probationary Level II Building Inspector Certification.

PUBLIC COMMENT:

Hearing no comment from the public, Chairman Pugh continued the meeting.

ITEMS OF CONSIDERATION:

Revised Project Budget Ordinance for North Carolina Agricultural Development & Farmland Preservation Grant for Jones W. & Kathy G. Spencer on 207.94 Acres of Land Located In Swan Quarter Township

Corrinne Gibbs, Finance Officer, reported the original project ordinance presented and adopted on February 5, 2018 stated a total of \$540,611.00 in grant to be dispersed contingent on final certified appraisal and conservation easement being recorded. Ms. Gibbs reported the final certified appraisal figures have been revised. The total grant project amount to be dispersed is \$247,412.37.

Commissioner Swindell moved to approve the Revised Hyde County – North Carolina Department of Agriculture and Consumer Services Agricultural Development and Farmland Preservation Grant Cycle X Award for Agricultural Development & Farmland Preservation Trust Fund Project Budget Ordinance. Commissioner Pahl seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell and Topping; Nays – None; Absent or not voting – Simmons.

Clerk's Note: A copy of "Revised Hyde County – North Carolina Department of Agriculture and Consumer Services Agricultural Development and Farmland Preservation Grant Cycle X Award for Agricultural Development & Farmland Preservation Trust Fund Project Budget Ordinance" is attached herewith as Exhibit B and incorporated herein by reference.

Proclamation – Child Support Awareness Month

Commissioner Pahl moved to adopt Proclamation – August 2019 Child Support Awareness Month. Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell and Topping; Nays – None; Absent or not voting – Simmons.

Clerk's Note: A copy of "Proclamation – August 2019 Child Support Awareness Month" is attached herewith as Exhibit C and incorporated herein by reference.

Appointment - The Albemarle RC&D

Commissioner Swindell moved to appoint Daniel Brinn to serve as representative for Hyde County government on the Albemarle RC&D Council. Commissioner Pahl seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell and Topping; Nays – None; Absent or not voting – Simmons.

Appointment – NC Local Government Debt Setoff Hearing Officer

Corrinne Gibbs, Finance Officer, reported since adopting resolution to join (November 2009) Hyde County has participated in the North Carolina Association of County Commissioners (NCACC) Debt Setoff Program. Ms. Gibbs has served as the designated Hearing Officer since October 6, 2014 and has requested someone else serve as Hearing Officer. She recommended Jane Hodges who has worked with the program since 2009.

Commissioner Swindell moved to appoint Jane Hodges to serve as Hyde County Debt Setoff Hearing Officer. Commissioner Pahl seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell and Topping; Nays – None; Absent or not voting – Simmons.

Letter of Agreement for Airport Safety/Maintenance Projects

Jane Hodges, Airport Manager, presented the annual NCDOT Division of Aviation Letter of Agreement for Airport Safety/Maintenance Projects in Hyde County. Pursuant to Article 7 of North Carolina General Statute 63, the Department is authorized to undertake safety improvements of aircraft movement areas, on publicly owned and operated airports in North Carolina.

Commissioner Swindell moved to approve signing the Letter of Agreement for Airport Safety/Maintenance Projects. Commissioner Pahl seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell and Topping; Nays – None; Absent or not voting – Simmons.

Hyde County Government Tower Agreement – RiverStreet Networks

County Manager Kris Cahoon Noble reported Hyde County, Tri-County and Tideland EMC have been developing a pilot project for North Carolina based in Hyde County to provide high speed internet to underserved communities utilizing new technologies. Special legislation was passed during the most recent long session to allow utility companies to participate in providing internet services which was one of the first milestones needed to be achieved to move forward in the pilot program. This agreement (a non-exclusive license) will allow Tri-County to place and operate communications equipment on Hyde County's elevated water storage tanks located in Ponzer, Engelhard, Swan Quarter and Fairfield. The installation and use of the communications equipment will not interfere with the primary use of water storage. If there is a conflict that cannot be resolved the County can ask Tri-County to vacate the premises.

1 Tri-County will at no time be upon the premises of the sites without the prior approval of an authorized
2 representative of the Water Department. The initial term is ten (10) years. Hyde County will be compensated with
3 high speed internet service and equipment at our water system facilities, the Ponzer Community Center, Mainland
4 Volunteer Fire Departments, NC Forest Service, Hyde County offices, etc. After approval of the lease, Tri-County
5 will work with Donnie Shumate for IT coordination, Jane Hodges for permitting and Clint Berry for placement.
6

7 Commissioner Swindell moved to approve Hyde County Government Tower Agreement – RiverStreet Networks
8 pending County Attorney review of the agreement for legality. The motion died for lack of a second. The
9 Agreement will be included in the September 3rd Board of Commissioners meeting agenda for consideration.
10

11 **Building Inspector Contract**

12 County Manager Kris Cahoon Noble proposed renewal of the County's contract with John Contestable to serve as
13 the County's Building Inspector for one year, beginning August 15, 2019 running through August 15, 2020.
14

15 Commissioner Pahl moved to approve a one year contract renewal with John Contestable. Commissioner Swindell
16 seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell and Topping; Nays –
17 None; Absent or not voting – Simmons.
18

19 **CDBG-I Administrative Services**

20 County Manager Kris Cahoon Noble reported Hyde County issued a Request for Proposal (RFP) for consulting
21 firms to provide grant administration services for the CDBG-I Sewer Extension project located in Hycienda Heights
22 Subdivision in Engelhard. A total of three (3) administrative proposals received were reviewed and ranked based
23 on criteria provided under the CDBG-I Request for Proposal.
24

25 Commissioner Swindell moved to award the CDBG-I Sewer Extension Project Administrative Services Contract to
26 Holland Consulting Planners. Commissioner Pahl seconded the motion. The motion passed on the following vote:
27 Ayes – Pugh, Pahl, Swindell and Topping; Nays – None; Absent or not voting – Simmons.
28

29 **CDBG-I Engineering Services**

30 County Manager Kris Cahoon Noble reported Hyde County issued a Request for Qualifications (RFQ) to provide
31 engineering services for the CDBG-I Sewer Extension project located in Hycienda Heights Subdivision in
32 Engelhard. A total of six (6) engineering proposals received were reviewed and ranked based on criteria provided
33 under the CDBG-I Request for Qualifications.
34

35 Commissioner Swindell moved to award the CDBG-I Sewer Extension Project Engineering Contract to Stroud
36 Engineering pending County Attorney and County Manager's review and revision of Section 14 – Termination
37 (a) For Convenience and (b) For Cause. Commissioner Pahl seconded the motion. The motion passed on the
38 following vote: Ayes – Pugh, Pahl, Swindell and Topping; Nays – None; Absent or not voting – Simmons.
39

40 **Grant Contract Amendment #2 – CDBG-I**

41 County Manager Kris Cahoon Noble presented Grant Contract Amendment #2 – CDBG-I Number: 18-I-3046 for
42 commissioner's approval. Paragraph #6, Exhibit B (2)(i) and (2)(k)(iii) were amended for language correction/
43 clarification. The Division of Water Infrastructure initiated the grant contract amendment to correct this error.
44

45 Commissioner Pahl moved to approve Grant Contract Amendment #2 – CDBG-I. Commissioner Swindell
46 seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell and Topping; Nays –
None; Absent or not voting – Simmons.

1 **Mattamuskeet Association – Tideland EMC Infrastructure Loan**

2 Daniel Brinn, Water and Flood Control Coordinator, reported that in regard to a loan to the Mattamuskeet
3 Association in the amount of \$400,000.00 for ten (10) years at 0% interest through a loan program offered by
4 Tideland EMC with Hyde County as the principal borrower, the Board of Commissioners voted at their July
5 meeting to:

- 6 • Authorize the County Manager to work with the County Attorney to create a contractual relationship
7 between the County and the Mattamuskeet Association in which the Association is obligated to repay Hyde
8 County any funds with which the County assists the Association.
- 9 • Authorize the County Manager to enter into the financing alternative, close the loan, receive the funds,
10 make payment to the Mattamuskeet Association and begin receiving payments in August 2019.

11 It was explained to the Commissioners that the funding would be utilized to conduct repairs resulting from
12 Hurricane Matthew. It was further explained that the Association has a project worksheet approved by FEMA and
13 funding from the State that will reimburse the cost of the repairs once completed.

14
15 It was also explained that upon completion of the project and receipt of reimbursements, the Association would
16 repay the loan in its entirety. However, it is the intention of the Association that the loan will be repaid through
17 regular payments and that the funding will be utilized to leverage the entire \$2.1 million project and not repaid
18 immediately following the initial \$400,000.00 reimbursement. It is also the intention of the Association that loan
19 payments will be made to Hyde County throughout the term of the loan and duration of the entire \$2.1 million
20 project and not repaid immediately following reimbursement of the initial phase. No action is required.

21
22 **Recommendations for Complete Count Committee for The 2020 Census**

23 County Manager Kris Cahoon Noble reported in the July Commissioners meeting the Hyde County Board of
24 Commissioners adopted a resolution to establish a Complete Count Committee (CCC) for the 2020 Census. Ms.
25 Noble explained the Committee shall be an ad-hoc committee and should consist of twenty (20) members
26 representing a broad cross section of Hyde County's population. It is important to have strong representation from
27 the organizations that serve populations that are most likely to be underserved, such as elderly, children, low
28 income and Hispanic populations. She reported each township shall have at least one elected official or a designee.
29 Recommended agency appointments are:

- 30 • Luana Gibbs (or designee), Hyde County Health Director
- 31 • Teresa Pugh, Hyde County Health Department Spanish Interpreter
- 32 • Laurie Potter (or designee), Hyde County Department of Social Services Director
- 33 • Stephen Basnight (or designee), Hyde County Schools Superintendent
- 34 • Darlene Berry (or designee), Hyde County Senior Center Director

35 Commissioner Swindell moved to approve the recommended nominees for appointment to the Complete Count
36 Committee. Commissioner Pugh seconded the motion. The motion passed on the following vote: Ayes – Pugh,
37 Pahl, Swindell and Topping; Nays – None; Absent or not voting – Simmons.

38
39 Manager Noble recommended that the resulting fifteen (15) positions be filled by three (3) selections being made
40 by each County Commissioner from their respective townships that reflect the individuality of the traditionally
41 undercounted populations in their townships. These recommendations should be brought to the County Manager
42 on or before the regular September Board of Commissioners meeting to be appointed at that time.

1 **BUDGET REVISIONS:**

2 **Cooperative Extension**

3 Maintenance & Repairs – Ponzer Parking Lot \$3,527.00

5 **Health Department**

6 Breastfeeding Peer Counselor \$8,350.00

7 Public Management Entity Program \$ 500.00

9 **MANAGEMENT REPORTS:**

10 **Chairman Pugh** – attended the Albemarle Commission meeting where he discussed transportation issues in Hyde
11 County with James H. Trogon, III, Secretary of the NC Department of Transportation; flounder and shrimping
12 concerns with Bobby Hanig, House of Representative - District 6; and, ferry issues with Ed Goodwin, NC House of
13 Representatives - District 1. He also attended the Ocracoke Medical Center Board and NPS meeting.

15 **Vice-chairman Pahl** – attended the National Park Service meeting where update was given on sheet pile
16 reinforcement at South Dock, additional parking and a proposed additional tram run to the Lighthouse on Ocracoke
17 were discussed. He also met with the Tourism Development Authority (OTTDA) and Planning Board to discuss
18 the future of tourism on Ocracoke and quality of life for residents.

20 **Commissioner Topping** – met with NC DOT - Division 1 Engineer Jerry Jennings to discuss drainage ditches in
21 residential areas and necessary road work in Hyde County.

23 **Commissioner Swindell** – acknowledged Darren Armstrong has been selected to serve as President of the US
24 Grains Association. He reported the brown shrimp season has been almost nonexistent but hunting and lodging are
25 very strong in Hyde County. He also announced his wife, Ana Luisa Swindell, is a recent graduate of the first
26 Beaufort County Community College Certified Nurse Aide (CNA) class at the Davis Building in Engelhard.

28 **Commissioner Simmons** – absent.

30 **County Manager Kris Cahoon Noble** – presented update on projects and activities attended during the month.
31 She also met with Sheriff Cahoon to discuss Juvenile Crime and met with the Civil Affairs Battalion. She reported
32 on solar development at Rose Acre. Ms. Noble's calendar will be provided for the month of July, 2019.

34 **PUBLIC COMMENT:**

35 Hearing no comment from the public, Chairman Pugh continued the meeting.

37 **CLOSED SESSION:** (none)

39 **ADJOURN:**

40 Commissioner Swindell moved to adjourn the meeting. Commissioner Pahl seconded the motion. The motion
41 passed on the following vote: Ayes – Pugh, Pahl, Swindell and Topping; Nays – None; Absent or not voting –
42 Simmons.

44 The meeting adjourned at 7:40p.m.

46 Respectfully submitted:

1 Minutes approved on the 2nd day of September, 2019.

2

3 Attest:

4

5

6

7 _____
8 Lois Stotesberry, CMC, NCCCC
9 Clerk, Hyde County Board of Commissioners

9

10 **Attachments**

11 **Exhibit A: “Resolution of The Hyde County Board of Commissioners To Advance Hyde County’s Revaluation Schedule”**

12 **Exhibit B: “Revised Hyde County – North Carolina Department of Agriculture and Consumer Services Agricultural**
13 **Development and Farmland Preservation Grant Cycle X Award for Agricultural Development & Farmland**
14 **Preservation Trust Fund Project Budget Ordinance”**

15 **Exhibit C: “Proclamation – August 2019 Child Support Awareness Month”**

15

Earl Pugh, Jr.
Chair, Hyde County Board of Commissioners

**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: **October 7, 2019**
Presenter: **Anna Schafer**
Attachment: **Yes**

ITEM TITLE: **2018 COMMUNITY HEALTH ASSESSMENT (CHA)**

SUMMARY: **Brief overview of the 2018 Community Health Assessment process and leading causes of death**

RECOMMEND: **APPROVAL OF 2018 COMMUNITY HEALTH ASSESSMENT**

Motion Made By: ☐ Earl Pugh, Jr.
 ☐ Shannon Swindell
 ☐ James Topping
 ☐ Ben Simmons
 ☐ Tom Pahl

☐ Earl Pugh, Jr.
☐ Shannon Swindell
☐ James Topping
☐ Ben Simmons
☐ Tom Pahl

☐ Earl Pugh, Jr.
☐ Shannon Swindell
☐ James Topping
☐ Ben Simmons
☐ Tom Pahl

**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: September 3, 2019
Presenter: Sheriff Guire Cahoon
Attachment: Yes

ITEM TITLE: JUVENILE JAIL REPORT

SUMMARY: Sheriff Cahoon will present a progress report on the Juvenile Detention Facility.

RECOMMEND: Receive Report

MOTION MADE BY: ☐ PUGH
☐ SIMMONS
☐ PAHL
☐ SWINDELL
☐ TOPPING

MOTION SECONDED BY: ☐ PUGH
☐ SIMMONS
☐ PAHL
☐ SWINDELL
☐ TOPPING

VOTE: ☐ PUGH
☐ SIMMONS
☐ PAHL
☐ SWINDELL
☐ TOPPING

**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: September 3, 2010
Presenter: Lee Brimmage
Attachment: No

ITEM TITLE: NCACC YOUTH VOICE PROGRAM

SUMMARY: Bianca Torres, a student at Terra Ceia Christian Academy and resident of Swan Quarter will be traveling to the NCACC Youth Voice Program August 24-25 to meet with county commissioners from all across the state to learn about leadership and county operations.

Miss Torres is required to submit a photo of herself with the Hyde County Commissioners and report back about her experiences at the conference.

RECOMMEND: REPORT ONLY

MOTION MADE BY: ☐ PUGH
☐ PAHL
☐ SIMMONS
☐ SWINDELL
☐ TOPPING

MOTION SECONDED BY: ☐ PUGH
☐ PAHL
☐ SIMMONS
☐ SWINDELL
☐ TOPPING

VOTE: ☐ PUGH
☐ PAHL
☐ SIMMONS
☐ SWINDELL
☐ TOPPING

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: September 3, 2019
Presenter: Citizens
Attachment: No

ITEM TITLE: PUBLIC COMMENTS

SUMMARY: Citizens are afforded an opportunity at this time to comment on issues they feel may be of importance to the Commissioners and to their fellow citizens.

Comments should be kept to (3) minutes and directed to the entire Board, not just one individual Commissioner, staff member or to a member of the audience.

Time for one person cannot be used by another person.

Comments that reflect the need for additional assistance will be directed to the County Manager or referred to a future meeting agenda.

RECOMMEND: Receive comments.

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: September 3, 2019
Presenter: ~~Clint Berry~~ *County Manager Kris Coleen Noble*
Attachment: Yes

ITEM TITLE: NORTH CAROLINA DEPT. OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE APPLICATION FOR
FUNDING

SUMMARY: Hyde County is planning to submit an application to the NC Dept. of Environmental Quality, Division of Water Infrastructure for a Water System Asset Inventory and Assessment grant in the amount of \$30,000.00. The total project cost will be \$31,500.00. A resolution in support of the application for the project is attached.

RECOMMEND: APPROVE AND ADOPT RESOLUTION

MOTION MADE BY: ___ PUGH
___ PAHL
___ SIMMONS
___ SWINDELL
___ TOPPING

MOTION SECONDED BY: ___ PUGH
___ PAHL
___ SIMMONS
___ SWINDELL
___ TOPPING

VOTE: ___ PUGH
___ PAHL
___ SIMMONS
___ SWINDELL
___ TOPPING

Board of Commissioners

Earl Pugh, Jr., Chair
Tom Pahl, Vice-Chair
Benjamin Simmons, III
Shannon Swindell
James Topping

COUNTY OF HYDE

30 Oyster Creek Road
PO Box 188
SWAN QUARTER, NORTH CAROLINA 27885
252-926-4400
252-926-3701 Fax

Kris Cahoon Noble
County Manager

Franz Holscher
County Attorney

Lois Stotesberry, CMC, NCCCC
Clerk to the Board



RESOLUTION BY GOVERNING BODY OF APPLICANT

- WHEREAS,** The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of (state whether a wastewater treatment works, wastewater collection system, stream restoration, storm water treatment, drinking water treatment works, and/or drinking water distribution system or other "green" project), or Asset and Inventory Assessments, and
- WHEREAS,** The County of Hyde has need for and intends to develop a Water Utility Asset Inventory and Assessment Project, and
- WHEREAS,** The County of Hyde intends to request state grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF HYDE:

That County of Hyde, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State grant award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of Hyde County to make scheduled repayment of the loan, to withhold from the (unit of government) any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That **Kris Cahoon Noble, County Manager**, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a (loan or grant) to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 3rd Day of September, 2019 at Swan Quarter, North Carolina.

Earl Pugh, Jr., Chairman
Hyde County Board of Commissioners

Attest:

Lois Stotesberry, Clerk to the Board

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting (title of officer) of the (unit of government) does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the (name of governing body of applicant) duly held on the _____ day of _____, 20____; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

(Signature of Recording Officer)

(Title of Recording Officer)

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: September 3, 2019
Presenter: County Manager Kris Cahoon Noble
Attachment: Yes

ITEM TITLE: SELECTION OF COMPLETE COUNT COMMITTEE MEMBERS FOR THE 2020 CENSUS

SUMMARY: At the August 5 Board of Commissioners meeting, Manager Noble requested that the Hyde County Board of Commissioners come up with recommendations for 3 candidates from each township to serve on the Hyde County 2020 Census Complete Count Committee. The representatives need to reflect the individuality of the traditionally undercounted groups such as the elderly, young children, low-income and Hispanic populations.

Five individuals recommended by the County Manager were appointed at the August meeting. These individuals are in regular contact with the undercounted populations:

Luana Gibbs (or designee), Hyde County Health Department
Teresa Pugh, Hyde County Health Department Spanish Interpreter
Laurie Potter (or designee), Hyde County Dept. of Social Services
Stephen Basnight (or designee), Hyde County Schools
Darlene Berry (or designee), Hyde County Senior Center

The CCC Committee will need to consist of 20 members. The 15 remaining positions will be filled by the recommendations that each board member provides from their respective townships.

RECOMMEND: APPROVE 15 APPOINTMENTS TO COMPLETE THE FORMATION OF HYDE COUNTY'S COMPLETE COUNT COMMITTEE

MOTION MADE BY: ☐ PUGH
☐ PAHL
☐ SIMMONS
☐ SWINDELL
☐ TOPPING

MOTION SECONDED BY: ☐ PUGH
☐ PAHL
☐ SIMMONS
☐ SWINDELL
☐ TOPPING

VOTE: ☐ PUGH
☐ PAHL
☐ SIMMONS
☐ SWINDELL
☐ TOPPING



Rosemary Johnson <rjohnson@hydecourtync.gov>

Recommendations for Complete County Committee members

1 message

Rosemary Johnson <rjohnson@hydecourtync.gov>

Wed, Aug 21, 2019 at 3:46 PM

To: middletownfarms <middletownfarms@embarqmail.com>, Thomas Pahl <thppahl@gmail.com>, Shannon Swindell <swindellfarmgroup@gmail.com>, James Topping <Litbrother68@gmail.com>, "Ben Simmons, III" <twbscsiii@aol.com>
Cc: Kris Noble <knoble@hydecourtync.gov>

Gentlemen,

At the last meeting, everyone was asked to come up with three recommendations for the 2020 Census Complete Count Committee. This will be an agenda item for the September 3 meeting. I have attached some information about CCC's if you get questions from your potential members. Please come prepared to share the names of 3 people that you are recommending for membership in the CCC.

If there are any questions, please address those with Kris. Thanks.

--

Rosemary O. Johnson

Administrative Assistant/Planning Assistant /Deputy Clerk

County of Hyde

30 Oyster Creek Road

PO Box 188

Swan Quarter, NC 27885

Telephone: 252-926-4178

Fax: 252-926-3701

rjohnson@hydecourtync.gov



doc20190821142606.pdf

4111K



WHAT ARE COMPLETE COUNT COMMITTEES?

Complete Count Committees

Complete Count Committees (CCC) are volunteer committees established by tribal, state, and local governments and community leaders or organizations to increase awareness and motivate residents to respond to the 2020 Census. CCCs serve as state and local “census ambassador” groups that play an integral part in ensuring a complete and accurate count of the community in the 2020 Census. Success of the census depends on community involvement at every level. The U.S. Census Bureau cannot conduct the 2020 Census alone.

There are three kinds of Complete Count Committees (other than the State Level CCC):

- Tribal.
- State and local government (regional, county, city, or town).
- Community.

A Complete Count Committee should be formed to:

- Increase the self-response rate for households responding online, by phone, or mailing back their questionnaire through a focused, structured, neighbor-to-neighbor program.
- Utilize the local knowledge, expertise, and influence of each Complete Count Committee member to design and implement a census awareness campaign targeted to the community.
- Bring together a cross section of community members whose focus is 2020 Census awareness.

Let's take a look at these and review the differences between the common types and sizes.

Tribal and Government Complete Count Committees

Complete Count Committees are usually formed by the highest elected official in that jurisdiction, such as a tribal leader, a mayor, county commissioner, or regional chairman. The highest elected official may appoint a chair of the CCC and may then appoint members of the community to serve as members of the CCC. Members appointed could be representative of a cross section of the community, be willing and able to serve until the census is over, and help implement a creative outreach campaign in areas that may pose a challenge in 2020. Members could include persons from the areas of education, media, business, religion, philanthropy, and community groups. Most local government CCCs are small to medium size, depending on the jurisdiction. A town may have a small committee with only 3–5 members, while a city may be medium to large size with anywhere from 10 to more than 100 members, depending the size of the city or tribe.

Since state, county, and regional CCCs cover a larger geography, they tend to be larger in size, with 20–50 members. The size and number of members depends on what works best for each jurisdiction and what will make the most effective and successful

committee. Mayors, county commissioners, and heads of regional boards understand the importance of getting a complete and accurate census count and how census data impact their communities. In previous censuses, the most productive government CCCs had a subcommittee structure. Examples of subcommittees and what they do are covered under “What Is the Subcommittee Structure of a CCC?”

Examples of Tribal and Government Complete Count Committee Strategies

Nationwide, there were over 10,000 Complete Count Committees formed with the Census Bureau during the 2010 Census and the majority of them were local government committees. Here are some of the strategies that worked for them:

- Allocate/obtain funds for the CCC and assign a staff person to work with the committee.
- Set clear, achievable goals and objectives.
- Identify areas of the community that may need extra efforts, either a geographical area or a population group that might be hard to count.
- Use a “grassroots” approach working with community-based organizations and groups who have direct contact with households who may be hard to count.
- Create promotional materials and products customized for the local area.
- Implement special events such as Census Day “Be Counted” parades.
- Build awareness of the census and its benefits and motivate response through social media, newsletters, and other communications.

Sample Activities of Tribal and Government Complete Count Committees

2018–2019

- Develop a list of barriers, groups, or concerns that might impede the progress of the 2020 Census in your local area, such as recent immigrants, non-English speaking groups, high crime areas, and areas with gated communities.
- Create ways to dispel myths and alleviate fears about the privacy and confidentiality of census data.

- Place census messages on water bills, property tax bills, social media, and local speeches and other correspondence generated by the jurisdiction.
- Host a Census Solutions Workshop (see Appendix C) with others in the community.
- Develop and implement activities to involve local government employees in the 2020 Census Awareness Campaign.
- Encourage corporations to become official sponsors of your census activities.
- Have census posters, banners, and other signage placed in highly visible public locations.
- Include the 2020 Census logo and message on bus schedules, brochures, newsletters, social media sites, and your local jurisdiction Web site.
- Sponsor a census booth at county fairs, carnivals, and festivals (especially cultural or ethnic celebrations).
- Sponsor a contest to design a sticker or poster promoting the 2020 Census.
- Have census information available during voter registration drives.

January–March 2020

- Add a census message during meetings, events, and to written or digital/electronic correspondence like social media.
- Provide information on federally funded programs that have benefitted the community.
- Plan a major promotional event around the start of self-response or when households get their invitation to respond. Advise communities that they can respond to the census online.
- Saturate public access areas with easy-to-read and understandable census information customized for your community.
- Ask elected officials to encourage households to complete the census online, by phone, or return the questionnaire by mail.

- Place a census message on all municipal marquees urging households to complete the questionnaire online, by phone, or by mail.

April 2020

- Place public service announcements in local media encouraging households to respond.
- Have census rallies or parades.
- Urge households who do not respond to cooperate with census takers.

Community Complete Count Committees

Community Complete Count Committees are often formed in areas that do not have a government CCC or areas that may require a more targeted outreach approach. Community CCCs may be formed by a community group/organization or a coalition of several organizations. For example, an organization in a predominately elderly community may want to form a CCC in order to build awareness among that population and encourage them to respond when the invitations to respond are delivered. A tenants' association may form a committee to educate tenants about the census and help those needing assistance in completing their census. Community CCCs identify their own chair and committee members. They may choose individuals who are influential leaders or gatekeepers in the community to serve as members or others that will help accomplish the goals of the committee. They may also include foundations or philanthropy groups to fund the committee's activities around a particular audience. Community CCCs are usually small to medium in size with anywhere from 5 to 25 members depending on the sponsoring organization(s) and the size of the community it represents.

Small committees may not need subcommittees, however larger committees may find this structure helps them focus and work more effectively.

Examples of Community Complete Count Committee Strategies

A number of organizations formed Community CCCs in previous censuses. Some examples of these organizations are Community Action Groups, Hispanic Service Center, Delta Sigma Theta Sorority, and Human Development Commission.

Here are some suggestions that worked for them:

- Set clear achievable goals and objectives.
- Identify what the committee will focus on. Some examples include increasing the response rate in public housing communities among cultural/ethnic groups in your area or among students in colleges/universities, outreach and promotion to youth and elderly in the community, or a global approach if no other CCCs are in the area.
- Develop an action plan that includes activities and events which will support your efforts and help you meet your goals and objectives.
- Create promotional materials that appeal to your community.
- Implement special events that will generate interest and participation in the census.
- Use social media to engage your community.

Sample Activities of Community Complete Count Committees

2018-2019

- Make a list of community-based organizations in your area. Hold a meeting with leaders of the organizations and solicit their help in creating a census awareness campaign targeted to community members.
- Host a Census Solutions Workshop with other community-based organizations in your area to come up with innovative and engaging ways to reach your communities.
- Check the community calendar in your area for events. Contact organizations to see if you can have a census table to pass out census materials to increase awareness.
- Plan and solicit sponsors for a “Census Day/Night Street Festival” in late 2019. Think of creative games or activities where census information can be incorporated.

- Develop a 2019 Census Activity Calendar, ask organizations to choose a month in which they will sponsor census activities or promote census awareness.
- Ask organizations to include a census article or message in all of their publications and social media channels from April 2019 to July 2020.

January-March 2020

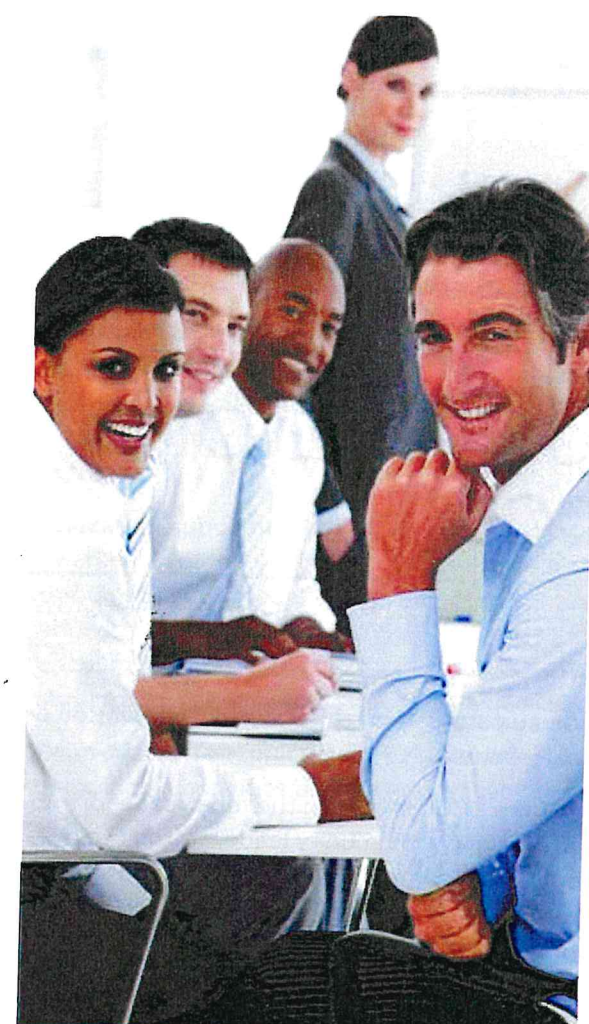
- Encourage organizations to include 2020 Census on the agenda of their meetings, workshops, or conferences.
- Distribute/post on social media fliers announcing the invitation to respond to the census at busy locations in the community.
- Make public statements of support and the importance of participating in the 2020 Census.

April 2020

- Encourage households to complete the questionnaire online, by phone, or by mail.
- Plan a Census Day event to motivate the community response.
- Look online or check with your census contact person about response rates for your community. If rates are low, plan special events or activities to motivate individuals to respond.
- Remind households if they didn’t respond online, by phone, or mail their questionnaire back, a census worker may come to their home. Encourage households to cooperate with census workers.

May 2020

- Continue to encourage community individuals to cooperate with census workers.
- Evaluate what worked best for your community and briefly report this information to your census contact.
- Celebrate your success and thank all those involved in making it happen.



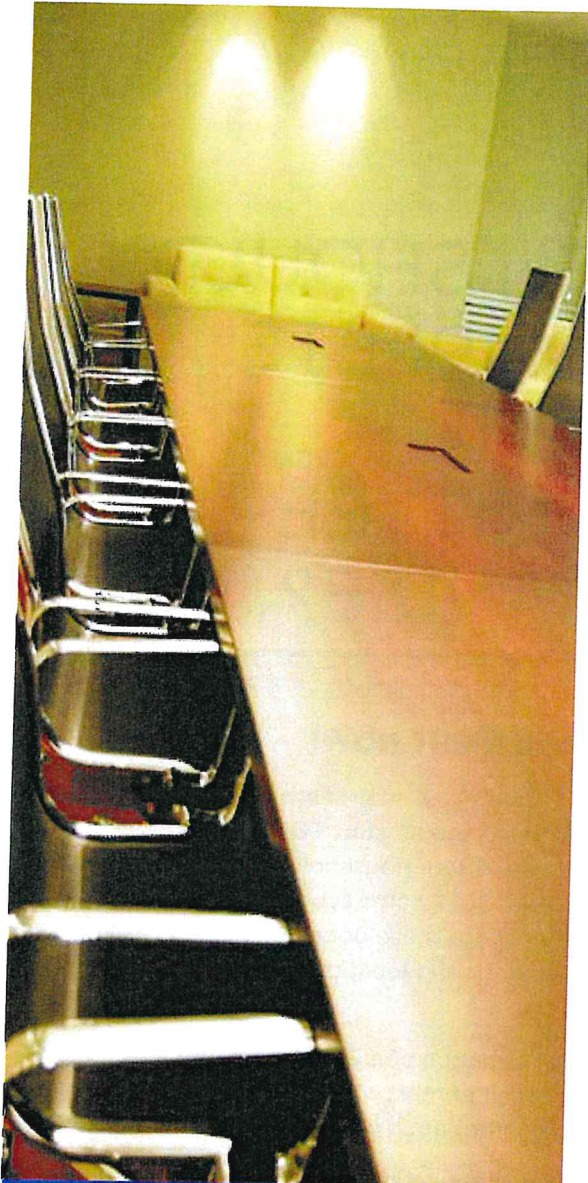
WHEN SHOULD A COMPLETE COUNT COMMITTEE ORGANIZE?

Get Organized RIGHT NOW!

Although the 2020 Census may seem a ways off, the census awareness campaign should start TODAY. The 2020 Census jobs are being advertised. Households will begin to experience, by the end of 2019, some type of census operation such as address listing. These operations are necessary to verify the accuracy and location of each address in the United States.

The immediate formation of a CCC will ensure that local households are kept abreast of the various census operations before the information is nationally circulated.

The more informed households are about the 2020 Census operations, the better their understanding of the census process becomes, thus increasing their willingness to be a part of the successful enumeration in 2020.



WHAT IS THE SUBCOMMITTEE STRUCTURE OF A CCC?

The Structure

The Census Bureau partnership staff will serve as a liaison or an informational resource.

The operation of the CCC flows from the tribal leader or highest elected official or community leader to the chairperson, the committee members, and/or to the community at large.

The tribal leader or highest elected official or community leader appoints a chairperson. The chairperson is the liaison or main source of contact between the CCC and the Census Bureau.

The chairperson collaborates with the highest elected official or community leader to select subcommittee chairs.

The CCC should involve every aspect of a local community in its subcommittee structure—government, education, faith-based organizations, media, community-based organizations, business, foundations or other philanthropic organizations, and recruiting. **The Census Bureau does not manage Complete Count Committees.**

The following are examples of a typical subcommittee structure. Other subcommittees may be formed based on the focus of the CCC or the needs of the community. Examples of other subcommittee topics are migrant and seasonal farmworkers, children/youth services, immigrants, senior services, and the disabled community.

The subcommittee chairpersons may recruit members for their respective teams. The ideal candidates for a Complete Count Committee are those community members who have

expertise, influence, and experience in the area of the respective committee. Committees that invest time, resources, and energy in this project are more productive and successful.

Recruiting subcommittee—Disseminates information about census job openings for the 2020 Census. Information will include the number of jobs available and types of jobs available.

Government subcommittee—Assists in all activities between the Census Bureau and the local government, such as participation in decennial geography programs and identifying other resources for CCC activities.

Education subcommittee—Facilitates census awareness for local schools from prekindergarten through twelfth grade, as well as postsecondary education institutions in the area. May also encourage school administrators, teachers, and students to use Statistics in Schools materials.

Faith-based subcommittee—Creates and coordinates activities and materials that can be

used by any local faith-based institution in the promotion of the 2020 Census awareness and participation.

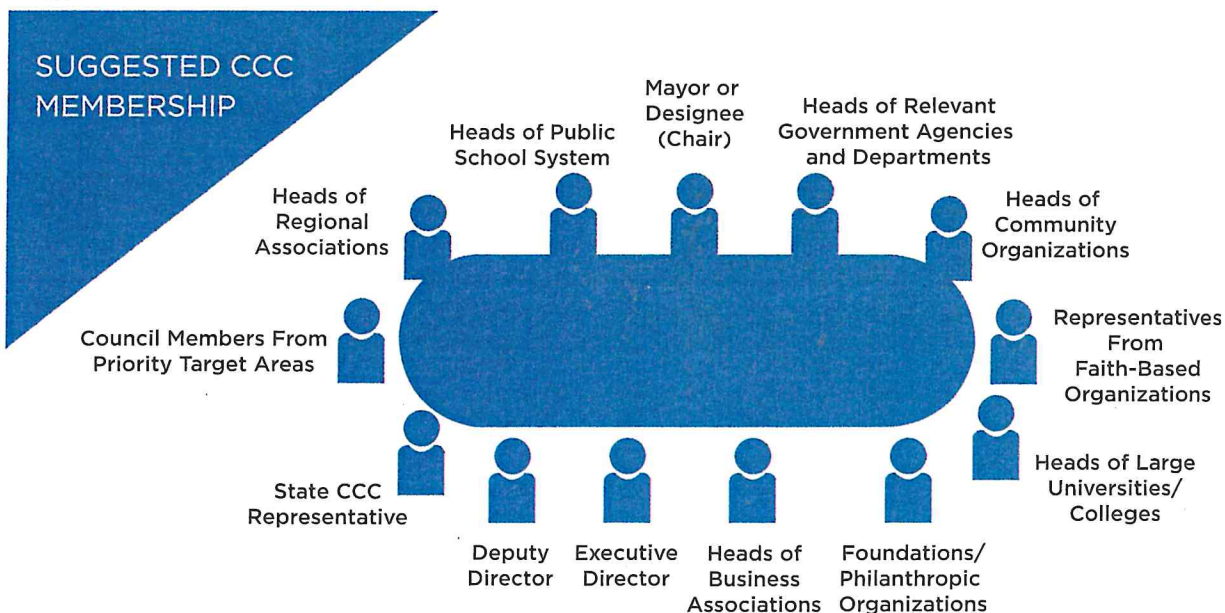
Media subcommittee—Facilitates ways to get the census message to all community households, using all available sources such as local newspapers, newsletters, fliers, local festivals, billboards, social media, radio, and television.

Community-based organizations subcommittee—Collaborates with community organizations to inform individuals of the importance of participating in the 2020 Census and the benefits derived from census data.

Business subcommittee—Creates and coordinates activities that involve businesses in census awareness, such as distribution of census information and census messages on packaging (grocery bags) and the inclusion of the census logo and message on sales promotion materials.

Figure 1.

Suggested CCC Membership



*Partnership Specialist is advisor and Census Bureau liaison to Municipal CCCs

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: September 3, 2019
Presenter: Donnie Shumate
Attachment: Yes

ITEM TITLE: HYDE COUNTY GOVERNMENT WIRELESS TOWER AGREEMENT
WITH RIVERSTREET NETWORKS

SUMMARY: Attached, please find an agreement between Hyde County and RiverStreet (formerly Tri-County) for placement of radio or other communication equipment on the Hyde County Water System Tower. Hyde County, along with RiverStreet and Tideland EMC have been developing a pilot project for North Carolina based in Hyde County to provide high speed internet to underserved communities utilizing new technologies. Special legislation was passed during the most recent long session to allow utility companies to participate in providing internet services, which was one of the first milestones needed to move forward in our pilot program.

The attached agreement allows RiverStreet to place and operate communications equipment on Hyde County's elevated water storage tanks located in Ponzer, Engelhard, Swan Quarter and Fairfield. This will be a non-exclusive license. The installation and use of the communications equipment will not interfere with the primary use of water storage. If unresolved conflict should arise, the county will have the right to ask RiverStreet to vacate the premises, and at no time will representatives for RiverStreet be present upon the premise without prior approval of an authorized representative of the Water Department.

The initial term will be for 10 years. Hyde County will be compensated with high speed internet service and equipment at our water system facilities, the Ponzer Community Center, mainland Volunteer Fire Departments, NC Forrest Service, the Hyde County offices, etc. If the agreement/lease is approved, RiverStreet will work with Donnie Shumate for IT coordination, Jane Hodges for permitting and Clint Berry for placement. The agreement has been submitted to our county attorney for review and comment.

RECOMMEND: APPROVE AGREEMENT PENDING REVIEW AND APPROVAL OF
COUNTY ATTORNEY

MOTION MADE BY: ☐ PUGH
☐ PAHL
☐ SIMMONS
☐ SWINDELL
☐ TOPPING

MOTION SECONDED BY: ☐ PUGH
☐ PAHL
☐ SIMMONS
☐ SWINDELL
☐ TOPPING

VOTE: ☐ PUGH
☐ PAHL
☐ SIMMONS
☐ SWINDELL
☐ TOPPING

AGREEMENT FOR PLACEMENT
OF RADIO OR OTHER COMMUNICATIONS EQUIPMENT ON
HYDE COUNTY WATER SYSTEM TOWERS

THIS AGREEMENT made and entered effective as of the __ day of August, 2019, by and between the County of Hyde, a body politic, (hereinafter "County"), and Tri-County Communications, Inc. d/b/a RiverStreet (hereinafter "Lessee").

WITNESSETH:

WHEREAS, County owns the properties described below and uses those properties for water towers and to provide water service to the customers of the County Water Systems; and

WHEREAS, Lessee desires to erect, install, maintain and operate radio or other communications equipment described in Exhibit B, attached hereto and incorporated herein by reference as if fully set out, upon the water towers at the locations described below; and

WHEREAS, County has agreed to grant unto Lessee a non-exclusive license to install, maintain and operate radio or other communications equipment upon the water towers and the premises where they are located pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the Parties agree as follows:

1. Premises: The Premises shall be the properties at the locations described in Exhibit A attached hereto together with the four elevated water storage tanks (hereinafter "the Tanks") located upon such premises together with any road, roadways, and easements to which County has ownership or control for the purpose of allowing Lessee access to the Premises for the purposes provided for herein and to allow access for such utilities as may be necessary for Lessee to use the Premises for the purposes set forth herein.

2. Use: Subject to the terms and conditions hereof, County grants to the Lessee the non-exclusive license to install, maintain and operate the radio or other communications equipment described in Exhibit B attached hereto (hereinafter referred to as "Equipment") upon the Tanks located upon the Premises described above and to the ancillary structures described in Exhibit C. Lessee's use of the Tanks and Premises shall be non-exclusive and shall not interfere with other uses located upon the Premises prior to Lessee's use. Lessee further acknowledges and agrees that the primary use of the Premises is for water storage towers for County and that in no event shall Lessee's use of the Premises interfere with the primary use of the property for water storage facilities or for any other purpose for which County may use the Premises or the Tanks located upon the Premises, including the installation of communications equipment used on behalf of County, its departments or agencies, now or in the future.

3. The Parties agree that should the County determine, in its sole discretion, that the performance of this Agreement interferes with the primary function of any of the Premises or Tanks to provide water services to the County customers or with any other uses of such Premises or Tanks for County purposes, or is otherwise inconsistent with the best interests of the County, the County shall notify Lessee and Lessee shall have thirty (30) days to respond to such determination as to such individual Tank or Premises. If the said response is not acceptable for any reason in the sole judgment of the County, County may give written notice of termination to Lessee as to such individual Premises and Tank, and Lessee must completely vacate the site by the expiration of ninety (90) days from the date of receipt of notice of County's determination. Any such termination as to a specific Tank and Premises shall not effect Lessee's rights under this Agreement to use other Tanks and Premises. The Parties further agree that should the County determine, in its sole discretion, that the performance of this Agreement is likely to cause or has caused a degradation in water quality or quantity or if it interferes with the primary function of any individual Premises to provide water services to the County customers or with any other uses of an individual Premises or Tank for County purposes during or in the proximate aftermath of a State or locally declared emergency, then the Lessee shall mitigate the cause of the interference upon oral or written notice from the County. If such interference is not mitigated immediately, then the County may remove the interference and any cost associated with such mitigation shall be at the expense of the Lessee.

4. If Lessee determines, in its sole judgment, that the operation of the Tanks, or any one of them, by County, or the use of any of an individual Tank or Premises for County purposes is creating interference with Lessee's use and operation of its facilities at such Tank, Lessee may terminate this agreement as to such Premises and Tank only by giving County ninety (90) days written notice. Upon giving of such notice, Lessee shall have ninety (90) days in which to remove all of its equipment and facilities from such Premises. Any such termination as to a specific Tank and Premises shall not effect Lessee's rights under this Agreement to use other Tanks and Premises.

5. Ancillary ground structures necessary for Lessee's use of the Premises shall be described in Exhibit C. The exact location of such improvements shall be approved in advance by County and no construction shall begin until such approval has been given.

6. Access to Premises: During the term of this Agreement, Lessee shall be granted access to the Premises for the purpose of construction, operation and maintenance of the equipment installed pursuant to the terms of this Agreement. Notwithstanding the foregoing, Lessee, shall, at no time, be upon any secured premises without the prior approval of an authorized representative of the County Water Department staff unless specifically approved in writing by the County Manager or the Director of the County Water Department.

7. The initial term of this Agreement shall be for a period of ten (10) years commencing upon the date hereof and terminating at midnight on July 31, 2029.

8. Compensation: Due to various business factors and the significant public interest and desire for this type of service to be available in the communities surround the locations of the Tanks and surrounding community, including governmental bodies and agencies, which services are currently otherwise not available, Lessee shall provide the following in lieu of cash payment for rent:

Provide high speed internet service and equipment, as practicable and reasonably feasible, utilizing the highest available speed to County and State governmental or quasi-governmental facilities; to include installation, maintenance and future repair and upgrades, except that the Lessee shall not be required to install any antenna structure above standard installation on any property, and that responsibility shall be that of the listed occupant. If any needed antenna structure is not provided and service is therefore not possible, the Lessee shall not be obligated to provide service until such time that it can be installed. The Lessee shall not be responsible for networking, cabling, or troubleshooting beyond the specified port.

Examples of County and State Governmental & Quasi-Governmental Facilities:

Hyde County Fixed and Mobile Facilities (e.g., water towers; public safety vehicles)

Hyde County Water System Facilities

Ponzer Community Center

Fire Departments having contract with Hyde County

N. C. Forest Service — Hyde County Forest Ranger's Office

Service shall be provided within sixty (60) days of its availability and be continued for the duration of this Agreement.

9. Interference: In the event that the operations of Lessee under this Agreement interfere with the transmitting or receiving of radio or other communications or other electronic signals or devices existing on any of the Tanks prior to the date of this Agreement, or which are owned by County and installed by them at any time, Lessee shall, at its own expense after written notice from County, correct such interference. In the event that such interference is not corrected within ninety (90) days, County shall have the right to terminate as provided in paragraph 3 above. This provision shall not apply to test periods where the sources of the interference are being determined for purposes of suppression. In the event that any device is installed on one of the Tanks after the date hereof by another Lessee and not on behalf of County, which device interferes with Lessee's transmission or reception, County shall cause such interference to be eliminated as soon as reasonably possible at no cost to Lessee. In the event that such interference does not cease within a reasonable period, the Parties acknowledge that Lessee shall have the right to terminate this Agreement as to such Tank and Premises, which termination as to a specific Tank and Premises shall not effect Lessee's rights under this Agreement to use other Tanks and Premises.

10. Operation of Equipment: Lessee shall operate its equipment during the term hereof in compliance with all applicable present and future rules and regulations imposed by any local, State or Federal authority having jurisdiction with respect thereto, including, without limitation, rules and regulations of the Federal Communications Commission (hereinafter "FCC") and the Federal Aviation Administration (hereinafter "FAA") prior to installation of its equipment or making any modifications or changes to its equipment, if any, Lessee shall comply with the following:

A. Lessee shall submit all plans to County for approval;

B. Prior to commencement of any work, Lessee shall obtain County's written approval and the required approvals of all applicable Federal, State and local agencies. Any installation, construction or other work performed by or on behalf of the Lessee at any of the Premises shall be done in accordance with applicable federal, State and local laws, codes, rules and ordinances. Lessee shall promptly deliver to County, written proof of its compliance, if required, with all applicable Federal, State and local laws, rules and regulations in connection with any installation, changes or modifications of equipment;

C. All the installations, modifications or changes to Lessee's equipment shall conform to County's design specifications and requirements, including weight and wind load requirements.

D. Lessee's equipment shall be clearly marked to show Lessee's name, address, telephone number and the name of the person to contact in case of emergency. All cable shall be identified and coded at the bottom and top of each antenna or data line.

11. In all matters where County's approval is required and County should determine in its reasonable discretion that a reasonable threat of interference or other disruption of the business of County or other existing Lessees exists, County shall have the absolute right to withhold consent from Lessee.

12. Lessee shall at its sole cost and expense connect its equipment at each of the Tanks specified on the attached exhibit from the County's existing electrical service, as the cost of such is negligible. Additional future electrical requirements may require the Lessee to provide their own electrical service at one or more of the Tanks.

13. In the event that a zoning permit, special use permit or some other governmental approval is required in connection with the installation of or any proposed modification to Lessee's equipment, Lessee shall be solely responsible for obtaining the appropriate approval.

14. Maintenance of Tower Facilities:

A. County agrees to maintain the Tanks in a safe and proper working condition in accordance with all applicable rules and regulations. All costs incurred in connection with lighting, painting, repairing, maintaining and maintaining the water tank shall be the responsibility of County. County will provide Lessee with no less than thirty (30) days written notice prior to any non-emergency painting, repair or other maintenance with respect to the tank. During any painting, repair or other maintenance to the tank or during any other time in which Lessee is unable to operate its facilities upon the premises, Lessee shall have the right to install a temporary tower on the property, so long as such does not interfere with other uses of the premises. County agrees to inspect and monitor any required water tank lights and automatic alarm systems that are required at such times that are necessary to insure proper operation in accordance with any regulatory requirements. In the event any top steady burning light or any flashing construction light, required to be upon the water tower, ceases to function properly, County shall notify Lessee and the nearest FAA flight service station and when such light is repaired, County shall notify Lessee and the FAA flight service station. Notwithstanding the foregoing, County shall have no responsibility for any lighting which is required as a result of the installation of equipment installed by Lessee. The responsibility for maintaining lighting upon Lessee's equipment or which is required to be installed as a result of the installation of Lessee's equipment shall be the responsibility of Lessee and Lessee agrees to indemnify and hold harmless County from same and from any liability resulting from its failure to so maintain such lighting.

B. All trade fixtures and equipment installed by Lessee, if any, for its purposes, whether or not attached to the premises shall be the property of Lessee and will be removable at any time during the term of this Agreement or at the expiration or termination hereof. County shall have no right or claim to any insurance proceeds payable on account of any damage or destruction to any of the property of Lessee.

C. Any easements or rights granted to Lessee, unless otherwise provided herein, shall continue for a period of 90 days after the expiration or termination of this Agreement in order to provide Lessee with sufficient time to remove its property and equipment from County's property.

15. Damage or Destruction to a Site: In the event any of the Premises or Tanks or any part of a site where they are located is damaged or destroyed by the elements or any other cause, County may elect to repair, rebuild or restore the site or any part thereof, to the same condition that it was immediately prior to such casualty. In such event, any compensation required herein shall cease as of the date of such casualty until the site, in Lessee's opinion, is restored to a usable condition for Lessee's operation. County shall also have the right to elect not to repair the site and upon such election, County shall send to Lessee, a notice of cancellation of this Agreement within

thirty (30) days of such casualty. In the event that County fails to give Lessee notice of its intention to repair the site within such thirty (30) day period or in the event that County has failed to repair the site within one hundred eighty (180) days after the date of the casualty, Lessee may terminate this Agreement as to the damaged or destroyed Premises or Tank by giving written notice thereof to County within ten (10) days of such thirty (30) day or one hundred eighty (180) day period, as the case may be. Lessee's termination of this Agreement as to a specific Tank and Premises shall not effect Lessee's rights under this Agreement to use other Tanks and Premises covered by this Agreement. If this Agreement is canceled, any payments required herein shall terminate as of the date of such casualty. County shall not be responsible or liable to Lessee for any loss, damage or expense it may suffer as a result of any acts, omissions or other Lessees occupying a Premises or for any structural failure or power failure caused by the destruction or damage to the site.

16. Removal of Facilities Upon Termination: Following any termination or expiration of this Agreement, Lessee shall remove all of its equipment and antenna facilities from the Premises and Tanks that are the subject of the termination. In performing such removal, Lessee shall restore the Premises and any personal property and fixtures thereon to as good a condition as they were in prior to the installation or placement of the equipment upon the Premises, ordinary wear and tear accepted. If Lessee fails to remove its facilities from a Premises or Tank within ninety (90) days after the expiration or termination of this Agreement as to such site, a \$100.00 per day penalty shall be imposed and County may remove and dispose of the equipment. In the event County is required to remove and dispose of such antenna facilities, Lessee shall reimburse County for the reasonable costs and expenses for such removal and restoration of the Premises and such expenses shall be in addition to the \$100.00 per day penalty set forth above. In addition, thereto, in such event, County shall deem the equipment abandoned and such equipment shall become the property of County.

17. Termination: In addition to any other provision of this Agreement which provides for termination, this Agreement may be terminated, without penalty or liability, as follows:

- A. By County in the event of a failure or refusal of Lessee to provide the required service;
- B. By either Party upon the default of any covenant, term or condition of this Agreement which is not cured within sixty (60) days of receipt of written notice of default, without, however, limiting any other rights available to the Parties pursuant to any other provisions of this Agreement;
- C. By Lessee upon thirty (30) days prior written notice if it is unable to obtain or maintain any license, permit or other approval necessary to the operation of the facility or Lessee's business at any of the Premises;
- D. By Lessee, as to a specific Premises and Tank, upon ninety (90) days written notice that the said Premises are or become unacceptable under Lessee's design or

engineering specifications for its use;

E. Upon termination of this Agreement by County as provided or in this Section 17 or pursuant to any other provision of this Agreement, such termination shall end all of County's responsibilities and liabilities to Lessee and County's sole liability to Lessee for such termination shall be the return of any prepaid rental payments.

18. Default: In the event of Lessee's default hereunder, such default being a breach of any of the terms and conditions contained herein; abandonment of either the equipment or that portion of the site upon which the equipment is installed; the filing of any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an Order for relief entered with respect to Lessee, or seeking reorganization, arrangement, adjustment, lining up, liquidation, dissolution, composition or other relief with respect to Lessee or its debts; or the making by Lessee of any assignment or any other arrangement for the general benefit of creditors under any State Statute, upon such default, County shall be entitled at its option, to terminate this Agreement as to any or all Premises and Tanks and remove Lessee's equipment, improvements and personal properties located at the site at Lessee's cost and expense and shall be entitled to recover from Lessee any compensation due for the remainder of the term of this Agreement. In the event that County should, as a result of Lessee's default, incur any costs or expenses on behalf of Lessee or incur or in connection with Lessee's obligations hereunder, such sums shall be immediately due to County as an additional fee hereunder, such costs and expenses to include any reasonable attorney's fees associated with the enforcement of the terms and conditions contained herein.

19. Taxes: Lessee shall pay any portion of personal property tax attributable to the communications facilities it installs at the Premises and/or Tanks during the term of this Agreement, if any. Lessee shall not be responsible for any taxes attributable to any period prior to the commencement date of this Agreement.

20. Insurance:

A. Lessee shall provide comprehensive general liability insurance in an aggregate amount of \$1,000,000.00, such policy to include coverage for bodily injury, including death, arising from any one occurrence and such insurance shall name County as an additional insured on the policy. Lessee may satisfy this requirement by obtaining an appropriate endorsement to any umbrella policy or liability insurance that Lessee may maintain.

B. Neither Party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks numerated in a standard "all risk" insurance policy, and, in the event of such insured loss, neither Party's insurance company shall have a subrogated claim against the other.

21. Hold Harmless: Lessee shall be liable to County for any damage to the water tank or

to any equipment located on a Tank arising out of Lessee's use or occupancy of the Tank and Premises.

22. Notices: All notices, demands or other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested or by overnight carrier to the following addresses:

If to County: County Manager
County of Hyde
30 Oyster Creek Rd
P.O. Box 188
Swan Quarter, NC 27885

If to Lessee:
Tri-County Communications, Inc.
2193 NC 99 Hwy, South
P.O. Box 520
Belhaven, NC 27810

23. Title and Quiet Enjoyment: County warrants that it has the full right, power and authority to execute this Agreement and has good and other unencumbered fee simple title to the Premises free of any liens or mortgages and subject only to the rights of others who are currently using the Premises for communication equipment. County further warrants that the Premises may be leased without the need for any subdivision or planning approval. In the event a change in the zoning or other designation of the Premises locations or other governmental regulation prevents or limits Lessee from using any of the Premises or Tanks for the purposes intended by this Agreement, Lessee shall have the right to terminate this Agreement upon written notice to County. Any such termination by Lessee as to a specific Tank and Premises shall not effect Lessee's rights under this Agreement to use other Tanks and Premises.

24. Title Insurance. Lessee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Lessee, such title report shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the Premises or Lessee's ability to obtain leasehold financing, Lessee shall have the right to terminate this Agreement upon written notice to County. Any such termination by Lessee as to a specific Tank and Premises shall not effect Lessee's rights under this Agreement to use other Tanks and Premises.

25. Surveys. Lessee shall have the right to have the various Premises surveyed and in the event that any defects are shown by the surveys, which in the opinion of Lessee may adversely affect Lessee's use of any of the Premises or its ability to obtain leasehold financing, Lessee shall have the right to terminate this Agreement upon written notice to County. Any such termination

by Lessee as to a specific Tank and Premises shall not effect Lessee's rights under this Agreement to use other Tanks and Premises.

26. Environmental Audit. Lessee shall have the right to have any environmental audit performed as to any or all of the Premises and in the event that conditions exist which, in the opinion of Lessee, may adversely affect Lessee's use of the Premises or ability to obtain leasehold financing, Lessee shall have the right to terminate this Agreement upon written notice to County. Any such termination by Lessee as to a specific Tank and Premises shall not effect Lessee's rights under this Agreement to use other Tanks and Premises.

27. Assignment: Lessee may assign this Agreement or sublet any or some portion of the Premises it is using, or its communication facilities or any improvements it has made to the Premises, upon written notice to County. Any such sub-lease that is entered into by Lessee shall be subject to the provisions of this Agreement and shall not release Lessee from its obligations hereunder. Lessee may, upon notice to County, mortgage or grant a security interest in this Agreement and the communications facilities and may assign this Agreement and the equipment to any such mortgagee or holders of security interests including their successors or assigns (hereinafter "Mortgagees"). In such event, County shall execute such consent to leasehold financing as may be reasonably required by Mortgagees so long as such consent does not result in any liens or encumbrances upon the Premises or County's property or otherwise impair County's use of its property or subject its property to the obligations of Lessee.

28. Successors and Assigns. This Agreement shall run with the Premises described in Exhibit A and shall be binding upon and inured to the benefit of the Parties, their respective successors or personal represents and assigns.

29. Mechanic's Liens: Lessee shall not suffer or permit any mechanic's, laborers or material man's liens to be filed against the Premises or Tanks or any part thereof by reason of work, labor, services or materials requested and supplies claimed to have been requested by Lessee; and if such a lien shall be at any time so filed, within sixty (60) days after notice of the filing thereof, Lessee shall cause such lien to be canceled and discharged of record.

30. Entire Agreement: This Agreement sets forth the complete understanding and agreement between the County and Lessee and supersedes any prior written or oral proposals, negotiations, understandings or agreements between the Parties. Any amendments to this Agreement must be made in writing and executed by both Parties.

31. Governing Law: The Parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of North Carolina and that any actions to enforce this Agreement shall be commenced in the General Court of Justice in Hyde County, North Carolina or in the United States District Court for the Eastern District of North Carolina.

32. Severability: If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

33. Further Assurances: Each of the Parties agree to do such further acts and things and to execute and deliver such additional agreements and interest as the other may reasonably require to consummate, evidence or confirm this Agreement or any other agreement contained herein in any manner contemplated hereby.

34. Non-Recourse: County's liability hereunder shall be limited to any insurance coverage that it may have and in no event shall County, its affiliates or anyone associated therewith have any other liability hereunder.

35. Miscellaneous:

A. County, upon request, shall supply Lessee with the most recent architectural and engineering plans and drawings, if available, detailing all relevant portions of the premises. Such plans, if available, will include existing wireless communication carriers and their frequencies where applicable, if such information is available to County.

B. The Parties agree that the Premises associated with each of the Tanks, including the access, cable run, grounding and utility easements shall be shown on professional construction drawings prepared by Lessee. Such construction drawings shall then replace Exhibit A and upon approval by County, become a part hereof and shall control the description of the premises.

C. Upon the execution of this agreement and upon the equipment described herein becoming operational, any other agreements between County and Lessee shall be terminated.

IN WITNESS WHEREOF, the Parties have set their hands and seals effective as of the day and year first above written.

COUNTY OF HYDE

By: _____
_____, Chairman
Hyde County Board of Commissioners

ATTEST:

_____, Clerk of the Board
Of County Commissioners, Hyde County

LESSEE:

Tri-County Communications, Inc.

By: _____

EXHIBIT A - Legal Description of Premises

Hyde County Water Tank Locations

1. 9875 NC Hwy 45, Ponzer – Lat. 35.58616605 – Long. -76.48671545 – 200,000 Gal.
2. 34658 US Hwy 264 E, Engelhard – Lat. 35.50808655 – Long. -76.00588015 – 75,000 Gal.
3. 142 Academy Street, Swanquarter - Lat. 35.41132624 – Long. -76.32825198 – 75,000 Gal.

Equipment Not Yet Determined

4. 300 Water Tower Road, Fairfield – Lat. 35.55099896 – Long. -76.19340254 – 100,000 Gal.

Equipment Not Yet Determined

EXHIBIT B - RF Site Build Specifications

1. 9875 NC Hwy 45, Ponzer – Lat. 35.58616605 – Long. -76.48671545

Top of Tank

40" Long x 1/4" Thick Omni Antenna
12" x 8" x 3" - TR6000 Series Access Point
8' Long x 2" - Galvanized Pole

Tank Rail

12" x 8" x 3" — TR5Plus Backhaul Panel
4' Long x 2" — Galvanized Pole

Connecting Cables

Outdoor Cat5 Shielded Cable

Base of Tank

Delineated 10' x 10' Area for installation of pole, facilities and related enclosures

2. 34658 US Hwy 264 E, Engelhard – Lat. 35.50808655 – Long. -76.00588015

Top of Tank/Tank Rail

4 – 90 degree Sector Antennas (10" Wide X 24" High)
8' Long x 2" – Galvanized Pole (Top)
4' Long x 2" Galvanized Pole (Rail)

Connecting Cables

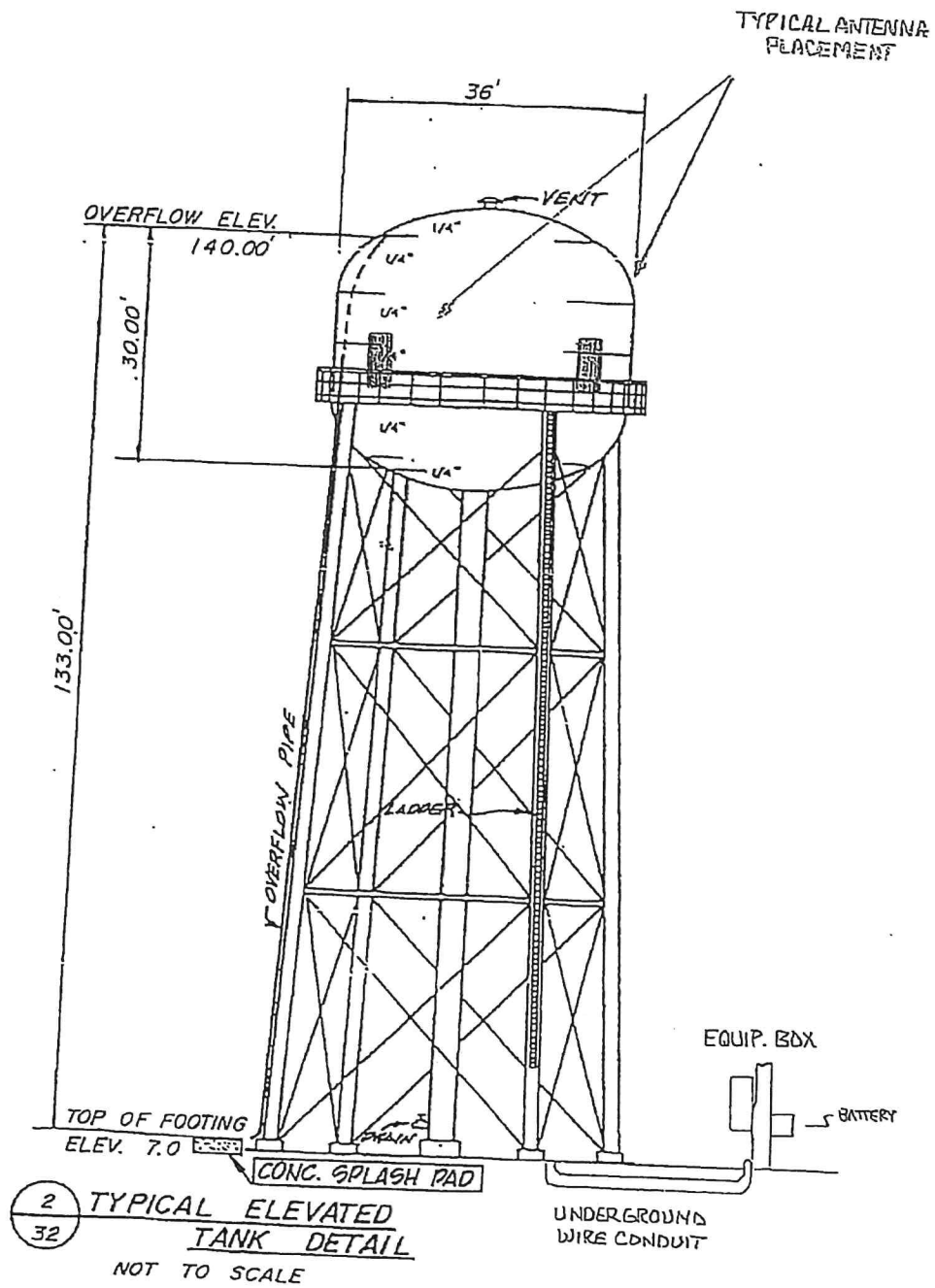
Outdoor Cat5e Shielded Cable

Base of Tank

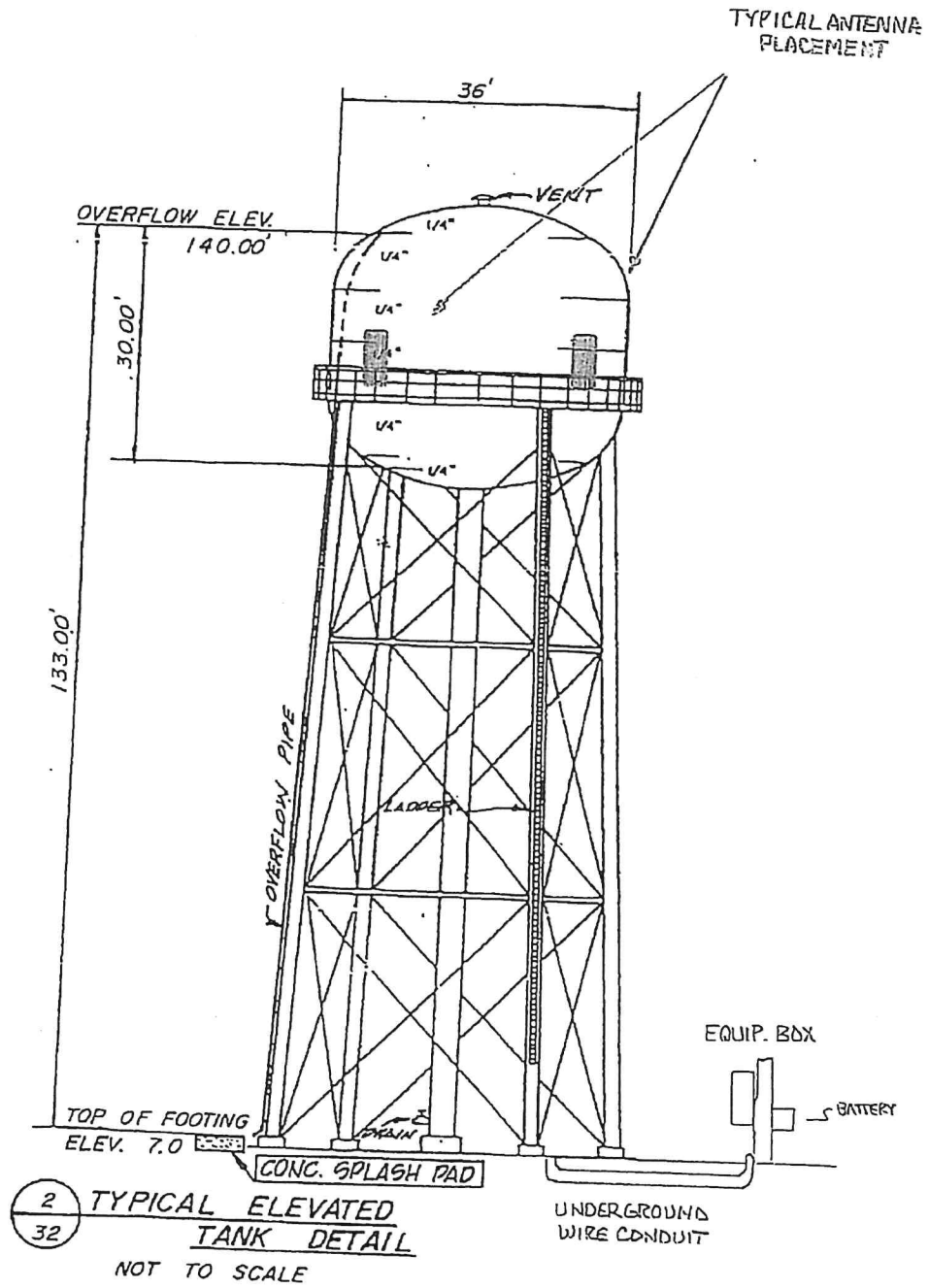
Tideland EMC Pole Mounted Communications Box (16"x30"x8")
Tideland EMC Pole Mounted Meter Base

EXHIBIT C – Existing Ponzer Equipment and Tower Sketches

PONZER
200,000 GAL.



ENGLEHARD
75,000 GAL.





Kris Noble <knoable@hydecourtync.gov>

Hyde County Government Wireless Tower Agreement - RiverStreet Networks

Kris Noble <knoable@hydecourtync.gov>

Mon, Aug 5, 2019 at 1:35 PM

To: Earl Pugh <middletownfarms@embarqmail.com>, Thomas Pahl <thppahl@gmail.com>, Benjamin Simmons III <TWSBCSIII@aol.com>, swindellfarmgroup@gmail.com, James Topping <litbrother68@gmail.com>, Franz Holscher <ffh@rhpe.net>, Lois Stotesberry <lstotesberry@hydecourtync.gov>, Donnie Shumate <dshumate@hydecourtync.gov>, Justin Gibbs <justin.gibbs@hydecourtync.gov>, Clint Berry <cberry@hydecourtync.gov>, Jane Hodges <jhodges@hydecourtync.gov>, Rumley Everett <reverett@hydecourtync.gov>

Attached please find an AGREEMENT FOR PLACEMENT OF RADIO OR OTHER COMMUNICATION EQUIPMENT ON HYDE COUNTY WATER SYSTEM TOWERS received late Friday afternoon from Tri-County Communications.

As you all know, Hyde County/Tri-County/Tideland EMC have been developing a pilot project for North Carolina based in Hyde County to provide high speed internet to underserved communities utilizing new technologies. Special legislation was passed during the most recent long session to allow utility companies to participate in providing internet services which was one of the first milestones needed to be achieved to move forward in our pilot program.

The attached agreement allows Tri County to place and operate communications equipment on Hyde County's elevated water storage tanks located in Ponzer, Engelhard, Swan Quarter and Fairfield.

This is a non-exclusive license.

The installation and use of the communications equipment will not interfere with the primary use of water storage. If there is a conflict that can not be resolved the county can ask Tri County to vacate the premises.

Tri County will at no time be upon the premises of the sites without the prior approval of an authorized representative of the Water Department.

The initial term is 10 years.

Hyde County will be compensated with high speed internet service and equipment at our water system facilities, the Ponzer Community Center, Mainland Volunteer Fire Departments, N.C. Forest Service Hyde County office, etc.

After approval of the lease, Tri County will work with Donnie Shumate for IT coordination, Jane Hodges for permitting and Clint Berry for placement.

I will be asking the Board to add this agreement as an agenda item to tonight's meeting and that the agreement be approved pending review and approval of the county attorney.

I will provide hard copies to everyone tonight on this side.

Kris Cahoon Noble
Hyde County Manager
PO Box 188
30 Oyster Creek Road
Swan Quarter, NC 27885
(cell) 252.542.0802
www.hydecourtync.gov



[Notice: Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties.]

[Quoted text hidden]



Hyde County Government Wireless Agreement (Draft).pdf
6307K

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: September 3, 2019
Presenter: Natalie Wayne
Attachment: Yes

ITEM TITLE: HYDE COUNTY YOUTH ATHLETICS SERVICE CONTRACT

SUMMARY: Hyde County previously had a contract for youth athletics services with Bryant Morrison, who was the Athletic Director at Mattamuskeet Early College High School. Mr. Morrison has moved away from the area. Cooperative Extension Director Natalie Wayne recommends that the new Mattamuskeet Early College High School Athletic Director, Codey Horton take over this program. A proposed contract is attached. Approval is requested pending the review and approval from our county attorney.

RECOMMEND: APPROVE RECOMMENDATION AND CONTRACT PENDING
APPROVAL BY COUNTY ATTORNEY

MOTION MADE BY: ___ PUGH
___ PAHL
___ SIMMONS
___ SWINDELL
___ TOPPING

MOTION SECONDED BY: ___ PUGH
___ PAHL
___ SIMMONS
___ SWINDELL
___ TOPPING

VOTE: ___ PUGH
___ PAHL
___ SIMMONS
___ SWINDELL
___ TOPPING

THIS CONTRACT, made and entered into this 3rd September 2019 by and between COUNTY OF HYDE, a body corporate and politic existing pursuant to the laws of the State of North Carolina, (hereinafter referred to as "the COUNTY"), party of the first part, and Codey Horton (hereinafter referred to as "CONTRACTOR"), party of the second part. All parties mutually agree to the terms of contract as set forth below.

1. SERVICES TO BE PROVIDED

The services to be furnished under this contract (hereinafter referred to collectively as "SERVICES") are as follows:

A. CONTRACTOR agrees to perform in a manner satisfactory on behalf the COUNTY the following activities:

- 1) Coordinate youth sports to include soccer, volleyball and basketball on a "volunteer" basis, not to be considered as a COUNTY employee;
- 2) Submit monthly reports summarizing activities to the Hyde County Cooperative Extension Office;
- 3) Work with the Hyde County Cooperative Extension Office to manage cash received through registrations, concessions and other funds received;
- 4) Authorize the COUNTY to obtain a Background Investigation and Sex Offender Registry Search;
- 5) Sign and abide by the standards outlined in the COUNTY's Volunteer Sports Policy and Waiver;
- 6) Be professionally courteous and act as an extension of the COUNTY; representing it in a positive manner; and
- 7) Serve as member(s) of the Joint Use Interagency Team, as referenced in Section 5.b.i. of the AGREEMENT BETWEEN THE HYDE COUNTY SCHOOL DISTRICT ("DISTRICT") AND COUNTY OF HYDE ("COUNTY") FOR USE OF SCHOOL GROUNDS AND FACILITIES.

B. The COUNTY agrees to the following:

- 1) Establish a recreation budget line within the COUNTY budget for FY2019-20;
- 2) Provide insurance coverage for the Hyde County Youth Athletics Soccer, Volleyball and Basketball program on COUNTY Active Use Areas; insurance coverage for youth soccer, volleyball and basketball participants consisting of scheduled, sanctioned, approved, organized and supervised practices, try-outs, clinics, and games; and provide sexual abuse or sexual molestation liability coverage for volunteers.
- 3) Provide a Hyde County Youth Athletics Recreation Program Volunteer Policy and Waiver; and
- 4) Provide technical assistance and support, as needed.

2. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is rendered beginning September 3, 2019 and will continue until February 29, 2020. This CONTRACT is subject to the availability of funds to purchase the specified SERVICES and may be terminated at any time if such funds become unavailable. Either party may terminate this contract by giving 90 days written notice to the other party. If the contract is terminated by CONTRACTOR, all sports equipment purchased with COUNTY funds must be returned to the COUNTY within 7 days of contract termination.

3. PAYMENT TO CONTRACTOR

The COUNTY shall pay CONTRACTOR for SERVICES rendered in the amount of \$1000 per month from September 1, 2019 to February 29, 2020, for a total of \$6,000.

The COUNTY agrees to pay at the rates specified for SERVICES satisfactorily performed in accordance with this contract. Unless otherwise specified, the CONTRACTOR shall submit an itemized invoice to the COUNTY by the end of the month during which SERVICES are performed. Payment will be processed promptly upon receipt and approval by the COUNTY of the invoice.

All other equipment, and maintenance and repair of equipment, necessary for CONTRACTOR'S performance of this contract shall be the CONTRACTOR'S responsibility.

4. INDEPENDENT CONTRACTOR

Both the COUNTY and the CONTRACTOR agree that the CONTRACTOR shall act as an independent contractor and shall not represent itself as an agent or employee of the COUNTY for any purpose in the performance of the CONTRACTOR'S duties under this contract. Accordingly, the CONTRACTOR shall be responsible for payment of all Federal, State and local taxes arising out of the CONTRACTOR'S activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

In performing the SERVICES, the CONTRACTOR is acting as an independent contractor and shall perform SERVICES in accordance with currently approved methods and practice in the CONTRACTOR'S professional capacity and in accordance with the standards of applicable professional organizations and licensing agencies.

5. INSURANCE AND INDEMNITY

The CONTRACTOR shall indemnify and save harmless the COUNTY, its agents and employees from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the COUNTY or which the COUNTY must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from negligent performance of or failure to perform any of its obligations under the terms of this CONTRACT.

The CONTRACTOR shall be fully responsible to the COUNTY for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by CONTRACTOR.

6. HEALTH AND SAFETY

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees from the work and other persons who may be affected thereby.

7. NON-DISCRIMINATION IN EMPLOYMENT

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by the COUNTY, and the CONTRACTOR may be declared ineligible for further COUNTY contracts.

8. GOVERNING LAW

This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice of the State of North Carolina in Hyde County.

9. OTHER PROVISIONS

This contract is subject to such additional provisions as are set forth in any addendum executed separately by each party and attached hereto.

10. CONTRACT DOCUMENTS/AMENDMENTS

This document together with any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by both parties and attached hereto.

11. SIGNATURES

Both the COUNTY and the CONTRACTOR agree to the above contract.

Witnessed or Attested By:

(SEAL)

COUNTY OF HYDE

By: _____

Title: _____

Date: _____

Witnessed or Attested By:

CONTRACTOR

By: _____

Title: _____

Date: _____

This instrument has been preaudited in the manner required by
the Local Government Budget and Fiscal Control Act.

Finance Officer, COUNTY of Hyde

**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: September 3, 2019
Presenter: Corrinne Gibbs, Finance Officer
Attachment: Yes

ITEM TITLE: AUDIT CONTRACT AMENDMENT FOR MEDICAID TESTING

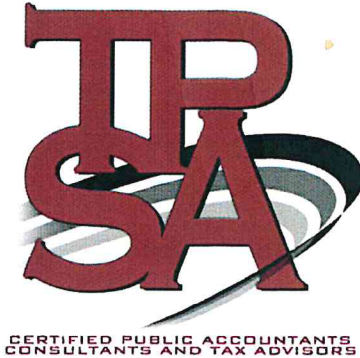
SUMMARY: For the year ended June 30, 2018, the State Auditor removed the Medicaid direct payments from the SEFSA. This created a significant amount of additional testing for local auditors involving other programs to meet the required dollar amount threshold. The State Auditor also asked the local auditors to increase the number of Medicaid cases to test, and to attest to those procedures in an agreed upon procedures report for the State Auditor. Thompson, Price, Scott, Adams & Co., P.A., Hyde County's Auditing firm of record, has respectfully submitted a request for an increase in contract of \$5,500.

RECOMMEND: Approve amended contract and authorize Chair to execute.

MOTION MADE BY: ☐ PUGH
☐ PAHL
☐ SIMMONS
☐ SWINDELL
☐ TOPPING

MOTION SECONDED BY: ☐ PUGH
☐ PAHL
☐ SIMMONS
☐ SWINDELL
☐ TOPPING

VOTE: ☐ PUGH
☐ PAHL
☐ SIMMONS
☐ SWINDELL
☐ TOPPING



Thompson, Price, Scott, Adams & Co., P.A.

P.O. Box 398

1626 S Madison Street

Whiteville, NC 28472

Telephone (910) 642-2109

Fax (910) 642-5958

Alan W. Thompson, CPA

R. Bryon Scott, CPA

Gregory S. Adams, CPA

July 22, 2019

Mrs. Corrine Gibbs
Hyde County
30 Oyster Creek Rd
PO Box 188
Swan Quarter, NC 27885

RE: Amended Contract for Medicaid Testing

Dear Mrs. Gibbs,

As you are aware, for the year ended June 30, 2018 the State Auditor removed the Medicaid direct payments from the SEFSA. This created a significant amount of additional testing for local auditors involving other programs to meet the required dollar amount threshold. The State Auditor also asked the local auditors to increase the number of Medicaid cases to test, and to attest to those procedures in an agreed upon procedures report for the State Auditor. The fee for that additional report for the State Auditor was \$7,500. Our firm was notified in May, this after the audit contracts were sent to the Counties, that the State Auditor wanted local auditors to do the same procedures as last year except they do not want a report. Our firm kept your entity's fee the same anticipating our firm would bill for the additional report as last year.

We respectfully request an increase in our contract, since the work is the same as last year except for the report. Since we are no longer required to issue the report to the State Auditor, we are asking for an increase of \$5,500 to the previously approved audit contract. Please realize that this is a \$2,000 decrease from the previous year's audit fees.

An amended contract (including the engagement letter) has been attached for approval by the Board. Once you have board approval, please send us one copy of the signed contract, and we will remit the changes to the LGC. The other copy is for you to keep for your records.

Should you have any additional questions or concerns, please let me know. Thank you for your consideration.

Thank you,

Alan W. Thompson, CPA

Members

American Institute of CPAs - N.C. Association of CPAs - AICPA Division of Firms

Whereas	Primary Government Unit HYDE COUNTY
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A
and	Auditor THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

for	Fiscal Year Ending 06/30/19	and originally due on	Audit Report Due Date 10/31/19
-----	--------------------------------	-----------------------	-----------------------------------

hereby agree that it is now necessary that the contract be modified as follows.

☐ Modification to due date:

☒ Modification to fee:

Original due date 10/31/19	Modified due date
Original fee \$ 37,250	Modified fee \$ 42,750

EXPLANATION OF MODIFIED CONTRACT TERMS

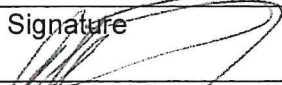
Please provide an explanation for the modification of terms. If the amendment is submitted to extend the due date, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years.

When the original contracts were prepared for the audit, the Office of the State Auditor had indicated that the Medicaid portion of the audit would be a separate engagement as it was for the prior year. However, after the contracts were issued and approved, additional correspondence was received from the Office of the State Auditor that indicated that they were not going to require a separate report as they had for the year ending June 30, 2018, but we still had to do the same procedures to perform our audit engagement. We are amending the contract to add \$5,500 to account for this Medicaid testing that was originally going to be billed as a separate engagement.

By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.

SIGNATURE PAGE

AUDIT FIRM

Audit Firm THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.	
Authorized Firm Representative (typed or printed) ALAN W. THOMPSON	Signature 
Date 07/22/19	Email Address alanthompson@tpsacpas.com

GOVERNMENTAL UNIT

Governmental Unit HYDE COUNTY	
Date Primary Government Unit Governing Board Approved Audit Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a)) Y	
Mayor/Chairperson (typed or printed) EARL PUGH, JR	Signature X
Date X	Email Address MIDDLETOWNFARMS@EMBARQMAIL.COM

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

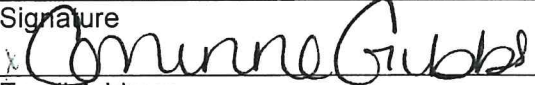

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT

(Pre-audit certificate not required for charter schools or hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Primary Governmental Unit Finance Officer CORRINE GIBBS	Signature 
Date of Pre-Audit Certificate Y  7/24/19	Email Address CGIBBS@HYDECOUNTYNC.GOV



Thompson, Price, Scott, Adams & Co, P.A.

P.O. Box 398

1626 S Madison Street

Whiteville, NC 28472

Telephone (910) 642-2109

Fax (910) 642-5958

Alan W. Thompson, CPA

R. Bryon Scott, CPA

Gregory S. Adams, CPA

REVISED ENGAGEMENT LETTER

July 22, 2019

Hyde County
30 Oyster Creek Road
PO Box 188
Swan Quarter, NC 27885

To Management and Those Charged With Governance:

We are pleased to confirm our understanding of the services we are to provide Hyde County for the year ended June 30, 2019. We will audit the financial statements of the governmental activities, business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Hyde County as of and for the year ended June 30, 2019. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Hyde County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Hyde County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis.
2. Law Enforcement Officers' Special Separation Allowance Schedule of Total Pension Liability (Asset) and Schedule of Total Pension Liability (Asset) as a Percentage of Covered-Employee Payroll
3. Other Postemployment Benefits Schedules of Funding Progress and Employer Contributions
4. Schedule of the Proportionate Share of the Net Pension Liability (Asset) and Schedule of County Contributions – LGERS
5. Schedule of the Proportionate Share of the Net Pension Liability (Asset) and Schedule of County Contributions - ROD

We have also been engaged to report on supplementary information other than RSI that accompanies Hyde County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal and State Awards.
2. Combining and Individual Fund Financial Statements, Budgetary Schedules, and Other Schedules

Members

American Institute of CPAs - N.C. Association of CPAs - AICPA Division of Firms

Our responsibility for other information included in documents containing the entity's audited financial statements and auditors' report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such other information contained in these documents is properly stated.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on-

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Commissioners and management of Hyde County. We will make reference to the Component Unit Auditor's audit of the Hyde County ABC Board in our report on your financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories (if material), and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures-Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Test of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Hyde County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Hyde County's major programs. The purpose of these procedures will be to express an opinion on Hyde County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal and State awards, and related notes of Hyde County in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. We will assist in the preparation of year-end adjusting entries as needed. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and State awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and State awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review by May 15, 2019.

You are responsible for identifying all federal and State awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the

schedule of expenditures of federal and State awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and State awards. You also agree to make the audited financial statements readily available to intended users of schedules of expenditures of federal and State awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and State awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and State awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and State awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to using the auditors' report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedules of expenditures of federal and State awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and State awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual (Corrine Gibbs), preferably someone in senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the

assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate. We will not undertake any accounting services (including but not limited to reconciliation of accounts and preparation of requested schedules) without obtaining approval through a written change order or additional engagement letter for such additional work.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' report or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the Board; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Thompson, Price, Scott, Adams & Co., P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request in a timely manner to Oversight Agencies (or its designee), a federal agency provided direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Thompson, Price, Scott, Adams & Co., P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the federal cognizant agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

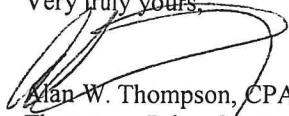
We expect to begin our audit by approximately May 14, 2019 and to issue our reports no later than October 31, 2019. Alan Thompson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, should not exceed \$42,750. Also, any excessive additional fees incurred in obtaining required audit evidence (i.e. bank confirmations) will be billed directly to the Board. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

The Office of State Auditors has requested significant changes to the Single Audit process to include removing direct benefits from the Schedule of Federal and State Awards. Since this will be a new process for everyone, we cannot adequately estimate the amount of additional time that may be required to perform Single Audit testing under the new guidelines. If additional programs are required to be tested that have not been identified as major programs for testing in previous years, additional fees may be charged at standard hourly rates. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. However, we believe our contract as it is will be sufficient to cover but we do want to reserve the right to discuss this issue.

We appreciate the opportunity to be of service to Hyde County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Alan W. Thompson", is written over the printed name.

Alan W. Thompson, CPA
Thompson, Price, Scott, Adams & Co., P.A.

RESPONSE:

This letter correctly sets forth the understanding of Hyde County.

Management signature: Comunne Gubbs

Title: FO

Date: 7/24/19

Governance signature: _____

Title: _____

Date: _____

CC: Board of Commissioners